

Montgomery County Education Association
Bargaining Proposal to Montgomery County Public Schools
December 08, 2022

Home and Hospital Teachers' Contract

Home and Hospital Teachers'

CONTRACT

A G R E E M E N T B E T W E E N

Montgomery County Education Association

A N D

Board of Education of Montgomery County

ROCKVILLE, M A R Y L A N D

SCHOOL YEARS ~~2021-2023~~ 2023-2026

PREAMBLE

Pursuant to the passage of Negotiations Law, Sections 6-401 (d), 6-407 (c), and 6-408(b) of the Education Article of the Annotated Code of Maryland as amended, the Montgomery County Education Association (MCEA) has been recognized by the Board of Education of Montgomery County as the exclusive representative "for home and hospital teachers employed by the Board of Education, such home and hospital teachers to be included in an existing unit, previously consisting of all certificated professional employees and substitute teachers of the Montgomery County school system" The parties, therefore, agree that, pursuant to the above law, their entire understandings are reflected in this Home and Hospital Teachers' Contract.

Article 1 Recognition

The Recognition Article in the Basic Agreement shall apply and shall also be deemed to cover all home and hospital teacher employees of the Montgomery

County school system who are employed for at least seven days before March 1 of any fiscal year with regard to all matters relating to salary, wages, hours, and other working conditions.

Article 2 Definitions

This list of definitional terms contained in the Basic Agreement shall apply, except as modified by the following:

- A. Unit—The body of certificated permanent and conditional professional employees, certificated and non-certificated substitute teachers, and home and hospital teachers employed by the Board.
- B. Negotiations Law—Sections 6-401 (d), 6-407 (c), and 6-408(b) of the Education Article of the Annotated Code of Maryland.
- C. Home and Hospital Teacher (HHT)—A teacher employed temporarily and/or sporadically in the Department of Interim Instructional Services to provide instructional services to a public school student who is unable to function effectively in the classroom setting, due to the student’s medical, physical, or emotional condition.

Article 3 Collaboration

- A. The Board of Education and MCEA home and hospital teachers (HHTs) will continue to participate in the Committee for Joint Collaboration (CJC) that will be a forum to identify and solve problems, in a timely manner, address issues and concerns related to home and hospital teaching and promote collaboration between the HHTs and the Board in developing, implementing, and evaluating solutions utilizing the core principles of continuous improvement, as set forth in the Board-approved Our Call to Action strategic plan.
- B. Utilizing the collaboration process, the CJC will meet at least bimonthly to address issues brought forward by the members, including issues related to this Agreement. The committee will comprise eight members, four appointed by the Association and four appointed by the Board. The committee will be co-chaired by an HHT representative and the director/designee of Interim Instructional Services.
- C. HHT representatives on the CJC will be compensated for a minimum of two hours for each meeting of the committee. This compensation will be charged to the Association Leave Bank (Article 3, Section D.1. of the MCEA/BOE contract).
- D. Minutes of each CJC meeting will be approved by CJC consensus and made available to all HHTs at least one week before the next scheduled CJC meeting.
- E. Decisions made during a CJC meeting will be communicated in writing to all HHTs in a timely fashion.
- F. When the CJC cannot reach consensus on an issue, the issue may be referred to the LMCC for resolution.

Article 4 Professional Development

- A. The Board agrees that home and hospital teachers may participate in in-service courses. Any HHT shall be eligible to enroll in appropriate professional development experiences.
- B. HHTs will be offered a minimum of three (3) hours per semester of paid training. An HHT must have worked at least fifty (50) hours in the previous year to receive compensation. An HHT hired after April 1 of the previous year will be eligible to participate with compensation. HHT training outside of identified paid training will not be compensated.
- C. Time for required training will be made available during a regularly assigned and compensated workday. If this is not possible in order to meet required deadlines, then HHTs will be compensated for the necessary time at the regular hourly rate. Online training that cannot be completed during scheduled work time will be compensated for the number of minutes designated for the module.

Article 5 Working Conditions

- A. Montgomery County Public Schools (MCPS) will provide HHTs with appropriate instructional materials and access to supplies for and photocopying of instructional materials used in the delivery of home and hospital teaching services
- B. MCPS will address the safety, privacy, and communication needs of HHTs through the collaborative process established in Article 3 of this Agreement.
- C. MCPS and MCEA recognize the importance of interaction and communication among the HHT and the student’s classroom teacher(s) to meet the educational needs of the student and maximize instructional time.

Article 6 Compensation

- A. Hourly rates of pay for home and hospital teachers for the term of this contract are as follows: **will increase annually on July 1 according to the following schedule:**

- 1. Year 1: 10% increase**
- 2. Year 2: 4.5% increase**
- 3. Year 3: 4.35% increase**

Commented [B1]: This is packaged with overall wage proposal

	Effective January 29, 2022	
	Hourly	Daily
Certificated/MCPS Retiree	\$32.48	\$227.36
Non-certificated	\$30.88	\$216.16

	Effective December 17, 2022 July 1, 2023	
	Hourly	Daily

Certificated/MCPS Retiree	\$33.57 \$36.93	\$234.98 \$258.51
Non-certificated	\$31.91 \$35.10	\$223.40 \$245.70

- B. Home and hospital teachers will be compensated for one (1) hour of planning time for each six (6) hours of teaching time.
- C. Home and hospital teachers will be compensated for one (1) hour at the beginning of each assignment with a new student and for one (1) hour at the end of each such assignment.
- D. Home and hospital teachers will be compensated for one (1) additional hour when an assignment carries over the end of a semester.
- E. HHTs will be compensated for up to two (2) hours when the teacher arrives and the student is not available at the teaching site for a scheduled teaching appointment.
- F. HHTs will be compensated for one (1) hour when notified of cancellation of a teaching appointment after 5:00 p.m. the previous school day.
- G. HHTs will have direct deposit of their paycheck.
- H. Each HHT will be paid on the payday two (2) weeks following the end of the pay period.
- I. HHTs working at the Regional Institute for Children and Adolescents (RICA) may provide instruction to up to five (5) students at the same time. In such situations, the HHT will be paid at a higher rate to include a supplement of ~~five~~ **fifteen** dollars per hour (~~\$5~~**15**/hr.) per additional student **above one assigned student**.
- J. Any HHT who works a minimum of three hundred fifteen (315) hours during a semester shall receive a bonus of ~~four hundred fifty~~ **one thousand** dollars (~~\$450~~**1000**) at the conclusion of the semester. Any HHT who works a minimum of one hundred seventy-five (175) hours during a semester shall receive a bonus of ~~two hundred fifty~~ **five hundred dollars** (~~\$250~~**500**) at the conclusion of the semester. These bonuses shall not be additive.

Article 7 **Supplements**

Article 2—School Board Authority

Article 3—Association Rights & Privileges

Article 4—Negotiation Procedure

Article 5—Grievance Procedure

Article 6—Section B.1—Collaboration

Article 7—General

Article 10, Section A—Guiding Principles

Article 10, Section I—Human Relations, Diversity, and Conflict Resolution

Article 12—Personal & Academic Freedom

Article 14—Sections C–F

Article 22, Section E—Mileage

Article 23, Section G—General Liability Coverage

Article 23, Section H—Tax Deferred Annuities and Deferred Compensation Plans

Article 32—Miscellaneous

The above-referenced articles and sections shall apply herein.

Article 8 **Duration**

This Agreement shall be for the period beginning **July 1, 2023, and ending June 30, 2026** ~~February 23, 2021, and ending June 30, 2022~~2023. The parties agree to limited negotiations related to Article 6, Salaries during the FY21 of this agreement, the results of which will apply to the second year of this agreement. The reopener shall commence on February 1, 2021 and shall be addressed in an expedited fashion.